

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI**

**IN THE MATTER OF  
GRAND SOLEIL-NATCHEZ, LLC**

CASE #: 11 -01632-NPO

**MOTION TO DISMISS PETITION  
FOR INVOLUNTARY BANKRUPTCY**

COMES NOW the Alleged Debtor ("Grand Soleil"), through counsel, and files this Motion to Dismiss Involuntary Bankruptcy petition. In support hereof, Grand Soleil shows as follows:

1. 11 U.S.C. 303(b)(1) provides, in part, that even if there are 12 or more creditors, an involuntary bankruptcy cannot be commenced unless there are three creditors,

...each of which is either a holder of a claim against such person that is not contingent as to liability or the subject of a bona fide dispute as to liability or amount, or an indenture trustee representing such a holder, if such noncontingent, undisputed claims aggregate at least \$14,425.00 more than the value of any lien on property of the debtor securing such claims held by the holders of such claims;

2. Neither Good Hope Construction, LLC ("Good Hope") nor Farmer Electrical Service Company, Inc. ("Farmer") qualify under Section 303(b) as a petitioning creditor. The claims of Good Hope and Farmer Electrical are subject to bona fide dispute as contemplated by Section 303(b), thus disqualifying both petitioners.

3. At the time of the filing of the petition, both Good Hope and Farmer knew, or should have known, that the amounts claimed were not correct. Additionally, there is a bona fide dispute as to the liability of Grand Soleil for the Good Hope claim.

4. Any monies owed to Good Hope are owed by Big River Enterprises, LLC, with whom Good Hope entered into an "Owner and Contractor's Agreement" dated March 15, 2007. A copy of this agreement is attached as Exhibit A. Attached as Exhibit B are copies of invoices wherein Good Hope billed Big River Enterprises for the services and payments alleged to be due under the terms of the March 15, 2007 Agreement.

5. Though under Mississippi law Good Hope may have been entitled to a construction lien against Grand Soleil's real property, Good Hope is not (and was not) a direct creditor of Grand Soleil. This was known to Good Hope at the time of filing the petition, yet Good Hope filed anyway and in total disregard of the resulting damage to Grand Soleil and its ongoing financing efforts. To file a petition for involuntary bankruptcy at a time when the petitioning party knows that there is a bona fide dispute as to amount and liability constitutes bad faith.

6. Good Hope and Farmer Electrical have previously filed suit in the Circuit Court of Adams County, Mississippi (initially filed December 8, 2009, in Cause #09-KV-0128-S), seeking to enforce their claims against Big River and their respective construction liens against Grand Soleil. The Adams County Circuit Court is the proper forum to litigate these disputed claims.

7. Alternatively, Good Hope, Farmer Electrical and Ketco are all secured creditors, and are thus disqualified as petitioners under Section 303(b).

8. Grand Soleil is entitled to a dismissal of the petition under Sections 303 and/or 305 and is further entitled (pursuant to Section 303(i)), its costs, attorney fees, punitive damages, and actual damages as may be determined in further hearings herein.

DATED, this the 15<sup>th</sup> day of July, 2011.

RESPECTFULLY SUBMITTED,

/s/L. JACKSON LAZARUS

L. Jackson Lazarus, MSB#1114  
P.O. Box 1286  
Natchez, MS 39121-1286  
Telephone: 601/445-8899

R. Kent Hudson, MSB#2844  
319 Main Street  
Natchez, MS 39120  
Telephone: 601/445-0509  
ATTORNEYS FOR GRAND SOLEIL-NATCHEZ, LLC

**CERTIFICATE OF SERVICE**

I, the undersigned attorney for the debtor, do hereby certify that I have this day mailed, via U.S. mail, postage prepaid, a true and correct copy of the above and foregoing Motion to Dismiss to each of the following:

Henry G. Hobbs, Jr.  
United States Trustee  
[USTPRegion05.JA.ECF@usdoj.gov](mailto:USTPRegion05.JA.ECF@usdoj.gov)  
Jackson, MS 39269

Jim F. Spencer  
Attorney for Petitioning Creditor  
[jspencer@watkinseager.com](mailto:jspencer@watkinseager.com)

Bruce M. Kuehnle, Jr.  
Attorney for United MS Bank  
[Kuehnle@bellsouth.net](mailto:Kuehnle@bellsouth.net)

Eileen N. Shaffer  
Attorney for United MS Bank  
[enslaw@bellsouth.net](mailto:enslaw@bellsouth.net)

Robert C. Latham  
Attorney for Petitioning Creditor  
[rclatham@bellsouth.net](mailto:rclatham@bellsouth.net)

**SO CERTIFIED**, this the 15<sup>th</sup> day of July, 2011.

**/s/L. Jackson Lazarus**  
**Attorney for the Debtor**

EXHIBIT "A"

OWNER AND CONTRACTOR'S AGREEMENT

✓

THIS AGREEMENT is made and entered into as of the <sup>15</sup> day of March, 2007, by and between Big River Enterprises, LLC, a Wisconsin Limited Liability Company, represented herein by William J. Bayba ("Owner"), and Good Hope Construction Company, LLC, a Mississippi Limited Liability Company, represented herein by Vidal A. Davis, as General Contractor (hereafter "Contractor").

1. **Project.** The Project, as hereafter referred, is the partial demolition, reconstruction and renovation of what is commonly known as the "Ramada Inn Hilltop" being a hotel property located on the bluffs immediately south of the Mississippi River Bridge, Natchez, Mississippi.

2. **Date of Commencement.** The date of commencement of the Project shall be the date of this Agreement unless a different date is agreed by Owner and Contractor.

3. **Architect.** The Architect, as hereafter referred, is Wendell Potratz, Pro Group, Incorporated, 405 South Third Avenue, Suite 200, Sioux Falls, South Dakota, 57104.

4. **Drawings and Specifications.** The Drawings and Specifications, as hereafter referred, shall be those certain plans, drawings and specifications prepared by the Architect and which plans and specifications will be furnished to Contractor for review.

5. **Scope of Work.** Contractor's scope of work as to the Project will be to provide all licenses, permits, governmental approvals, insurance (including Workmen's Compensation insurance) and such labor and materials as may be required by the Owner and Architect during the course of construction of the Project. It is agreed that the Owner may designate specific persons or entities that the Contractor shall employ or from whom Contractor shall obtain bids or subcontracts. In the event Owner is unable to locate subcontractors for certain jobs to be performed on the Project, Contractor agrees to utilize his best skills, efforts and judgment and to locate workers and materials to perform those particular jobs on the Project in the most expeditious and economical manner consistent with the interest of the Owner. Subcontracts by Subcontractors located by the Contractor shall not be awarded on the basis of a "cost-plus" fee without the prior consent of the Owner. Owner agrees to exercise his best efforts to enable Contractor to perform the work in the best way and most expeditious manner by furnishing all required information and schedules and by making timely payments to Contractor in accordance with terms of this agreement.

6. **Contractor/Owner Responsibility for Payment of Sub-Contracts.** Unless specifically agreed by Owner and Contractor, Owner shall be responsible for the prompt and full payment of any sub-contractor or materialmen furnishing labor or materials to the Project which the Owner may directly contract or secure. Otherwise, Contractor warrants and represents that all sub-contractors hired or secured by Contractor (1) will be paid on a timely basis, (2) will be required to have (current and in place) worker's compensation insurance and (3) will secure lien waivers from all such sub-contractors. Contractor acknowledges that Owner will finance a

portion of the construction of the Project and that it is imperative that no contractor lien or materialmen's lien be filed at any time during the course of this Project which would impede or interfere with Owner's ability to secure and/or maintain financing.

7. **Contract Sum and Contractor's Fee.** It is understood that the projected construction budget for the Project ("Projected Cost of Construction") is \$6,000,000. However, the Contractor's fee shall equal three percent (3%) of the Actual Cost of Construction. It is agreed that the Contractor's fee will be tendered in three (3) periodic payments as provided below, the first two payments shall be calculated based on the Projected Cost of Construction, with final payment being adjusted for Actual Cost of Construction.

The periodic payments to Contractor shall be as follows:

- 33.3% of the projected cost shall be paid on or before June 15, 2007.
- 33.3% of the projected cost shall be paid on or before September 15, 2007.
- 33.4% of the actual cost of construction (as adjusted from projected cost) shall be paid within ten (10) days following completion of the Project as certified by the Architect.

8. **Actual Cost of Construction.** The term "Actual Cost of Construction" shall mean the costs incurred by Owner and Contractor in providing all labor, materials, fees and expenses required to complete construction of the Project in substantial compliance with the drawings and specifications. Actual Cost of Construction shall include only the following items unless otherwise specifically agreed by Owner and Contractor:

- Wages of construction workers and supervisory personnel directly employed by the Contractor, sub-contractors and Owner at the Project site or at off-site workshops.
- Costs paid or incurred by the Contractor, subcontractors and Owner for taxes, insurance, assessments and benefits attributable to the Project.
- Payments made by the Contractor or sub-contractors furnishing labor or materials to the Project.
- Costs of materials and equipment required to complete the Project.
- Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
- Costs, including transportation, of dismantling and/or removal of materials, supplies, temporary facilities, machinery, equipment, which are attributable to the Project (at the site) and fully consumed in the performance of the work, and cost, less salvage value, on any such items if not fully consumed, whether sold to others or retained by Contractor, Owner or sub-contractors.
- Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the Contractor or the construction workers which are provided by the Contractor at the site, whether rented from the Contractor or others, and costs of minor repairs and replacements.

- Rates and quantities of equipment rented shall be subject to Owner's prior approval.
- Cost of removal of debris from the site.
- That portion of Contractor's expense directly attributable to this Project for premiums for insurance and bonds (if any).
- Sales, use or other taxes imposed by governmental authorities which are related to the Project for which the Contractor or Owner is liable.
- Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor or Owner is required to pay that are attributable to the Project.
- All unused excess materials, if any, shall be handed over to Owner at the completion of the Project, or, at Owner's option, shall be sold and amounts realized, if any, from such sale shall be credited to Owner as a deduction from the Actual Cost of Construction.

9. **Other Costs.** All other costs incurred by Contractor in the performance of his work on the Project shall only be included in the Actual Cost of Construction to the extent such has been approved by the Owner in advanced of incurrence. The cost of FF&E is specifically excluded from the determination of the Actual Cost of Construction.

10. **Progress Payments.** Owner and Contractor shall establish a Construction Account at a local bank. Upon submission of an Application for Payment to Owner, Owner shall immediately (within 48 hours) deposit into said Construction Account the amount of the request.

11. **Application for Payment.** With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, lien waivers and any other evidence reasonably required by the Owner or Architect or Owner's lender to demonstrate that cash disbursements to be made by the Contractor constitute qualified elements of "Cost of Construction".

12. **Waiver of Liens.** Contractor specifically waives any and all rights to file a construction lien notice against the property during the term of this Contract and agrees that Contractor's sole remedy for any default on the part of the Owner shall be via arbitration as hereinafter provided.

13. **Accounting Records.** Both Owner and Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this contract; the accounting and control systems shall be satisfactory to both the Owner's and Contractor's accountants or accounting agents and each shall be afforded reasonable access to the other's records, books, correspondence, instructions, drawings, receipts, sub-contracts, purchase orders, vouchers and other data relating to this contract. Owner and Contractor shall preserve these records for a period of at least two (2) years after final payment.

14. **Termination or Suspension.** This Contract may be terminated by the Owner at any time during the course of the Project, with or without cause. If the Owner elects to terminate

the Contract, the Owner shall pay Contractor all sums (including the percentage of the Contractor's fee earned as of the time of termination) that are due and owing to Contractor for all work completed and materials furnished to the Project. All such sums shall be paid within ten (10) days after notification, in writing, of termination. Any expense incurred by Owner as a result of specific acts of negligence in the performance of work on the Project by Contractor or Contractor's employees or direct Sub-Contractors shall be deducted from the amount owed.

Contractor may terminate this Contract with ten (10) days written notice to Owner, with or without cause. Contractor may also terminate this Contract in the event of default of any payment due to Contractor under the terms of this Agreement and which default has not been cured by Owner within ten (10) days of receipt of written notice from Contractor to the Owner specifying such default. In the event of termination by Contractor, Owner shall pay Contractor all sums (including the percentage of the Contractor's fee earned as of the time of termination) that are due and owing to Contractor for all work completed and materials furnished to the Project. All such sums shall be paid within fifteen (15) days after written notification of termination.

15. **Arbitration.** By entering into this Agreement, the Owner and Contractor agree that all disputes as between them shall be resolved via binding arbitration and hereby waive any right to initiate any court or legal proceeding except as may be required to enforce a decision of the arbitrators. In the event any dispute cannot be resolved by agreement of the parties, the aggrieved party may invoke his right of arbitration by written notice to the other. Within five (5) days of receipt of such written notification, the aggrieved party and the non-aggrieved party shall each select one arbitrator. The two arbitrators thus selected shall then mutually select a third arbitrator. The three arbitrators shall then convene and resolve by majority vote all disputes that may arise under this agreement. Each party shall have to right and shall be given reasonable opportunity to present his dispute position to the arbitrators either in writing or at a convened hearing. The arbitration proceedings shall take place in the City of Natchez, Mississippi and the arbitrators shall notify Owner and Contractor of the decision of the panel as to all disputes within ten (10) days after presentation by the Owner and Contractor unless an extension thereof is agreed to in writing by the Owner and Contractor. The decision of the arbitrators shall be final and non-appealable.

(Signatures appear on the following page)



SO AGREED, this the 15<sup>th</sup> day of March, 2007

OWNER:

BIG RIVER ENTERPRISES, LLC

  
William J. Bayha, Member

CONTRACTOR:

GOOD HOPE CONSTRUCTION, LLC

  
Vidal A. Davis, Member

EXHIBIT " B"

Good Hope Construction, LLC

P.O. Box 514  
Natchez, MS 39121

# Invoice

Date	Invoice #
2/4/2009	203

Bill To
Big River Enterprises, LLC 320 Main Street Natchez, MS 39120

Terms	Project
Net 10	

Item	Description	Rate	Serviced	Amount
Project Management	Project Management	11,047.00		11,047.00T
	Additional sidewalks, curbs flowable fill, etc. - Change order			
	W & W Plumbing: labor - hotel plumbing	9,631.00	1/8/2009	9,631.00T
	W & W Plumbing: materials - hotel plumbing	19,561.52	1/8/2009	19,561.52T
	Guaranteed Roofing: hotel roofing	14,840.00	1/19/2009	14,840.00T
	Guaranteed Roofing: hotel roofing	13,540.00	1/19/2009	13,540.00T
	Guaranteed Roofing: hotel roofing	2,700.00	1/19/2009	2,700.00T
	Jordan, Kaiser & Sessions: Compression strength of concrete cylinders	972.50	1/19/2009	972.50T
Build out				61,245.02T
	Fitzgerald & Son Masonry: labor to remove brick archway	300.00	2/4/2009	300.00T
	Contractor's sales tax	3.62694%		2,632.87
			Subtotal	\$72,592.02
			Total	\$75,224.89

Good Hope Construction, LLC

P.O. Box 514  
Natchez, MS 39121

# Invoice

Date	Invoice #
12/31/2008	201

Bill To
Big River Enterprises, LLC 320 Main Street Natchez, MS 39120

Terms	Project
Net 10	

Item	Description	Rate	Serviced	Amount
Hours-Butch	Butch Johnson 6 hours @ \$25.00 per hour 12/01-12/31/08	25.00	12/31/2008	150.00T
Forklift rent	December '08 rent	2,000.00	12/31/2008	2,000.00T
	Jordan, Kaiser & Sessions: Hotel staking, light pole stakeout	680.00	11/25/2008	680.00T
	Capitol Hardware: maglocks, honeywell contacts, cable, wire,	8,391.00	11/25/2008	8,391.00T
	St. Catherine Ready Mix: 3000 psi concrete	1,305.00	12/3/2008	1,305.00T
	Jordan, Kaiser & Sessions: Testing, laboratory services, field technician	1,202.50	12/4/2008	1,202.50T
	Jordan, Kaiser & Sessions: Compression strength of concrete cylinders	50.00	12/5/2008	50.00T
	Westalf: labor - w/e 11/29/08	75.12	12/9/2008	75.12T
	Scott Welding: Labor to repair dumpster	378.67	12/9/2008	378.67T
	Scott Welding: Material to repair dumpster	59.50	12/9/2008	59.50T
	Two J Ranch : 610 rock	562.05	12/15/2008	562.05T
Build out	Contractor's sales tax	3.62694%		12,703.84T 538.74
Subtotal				\$14,853.84
Total				\$15,392.58

Good Hope Construction, LLC

P.O. Box 514  
Natchez, MS 39121

# Invoice

Date	Invoice #
12/3/2008	197

Bill To
Big River Enterprises, LLC 320 Main Street Natchez, MS 39120

		Terms		Project	
		Net 10			
Item	Description	Rate	Serviced	Amount	
Hours-Butch	Butch Johnson	25.00	12/1/2008	1,050.00T	
	42 hours @ \$25.00 per hour 11/01-11/30/08				
Forklift rent	November '08 rent	2,000.00	12/1/2008	2,000.00T	
Mileage-Butch	Mileage by Butch Johnson	0.505	12/1/2008	202.00T	
	400 miles @ .505 per mile 11/01-11/30/08				
	James Williams: Seventh draw on stucco labor & materials	10,500.00	10/31/2008	10,500.00T	
	Guaranteed Roofing: hotel roofing	10,849.50	11/10/2008	10,849.50T	
	Guaranteed Roofing: hotel roofing	20,080.80	11/10/2008	20,080.80T	
	Quality Glass: labor & materials to install safety glasses in office windows	365.00	11/10/2008	365.00T	
	Overhead Door Co: install cornell counter shutters	995.00	11/12/2008	995.00T	
	Miss-Lou Fire Equipment: Service fire extinguishers	216.68	11/12/2008	216.68T	
	Quality Glass: labor & materials to install beveled mirrors in hostess area	895.00	11/13/2008	895.00T	
	Quality Glass: labor & materials to install 3 plate mirrors in bathrooms	295.00	11/13/2008	295.00T	
	Quality Glass: labor & materials to install bar mirrors	1,100.00	11/13/2008	1,100.00T	
	Quality Glass: labor & materials to install shelves for bar	315.00	11/13/2008	315.00T	
	Chet's Plumbing & Heating: Partial billing #11 - Hotel plumbing	34,681.00	11/17/2008	34,681.00T	
	Miss-Lou Steel: fabricate & install stairs	1,500.00	11/17/2008	1,500.00T	
	Kaiser Petroleum: diesel for equipment	65.93	11/18/2008	65.93T	
	St. CatherineReady Mix: Grout with pea gravel	1,010.00	11/21/2008	1,010.00T	
	Cliburn Acoustics: Install accoustical ceilings	13,714.50	11/24/2008	13,714.50T	
	Andrew Johnson: 30 hours labor - cleanup	300.00	11/25/2008	300.00T	
Build out	Contractor's sales tax	3.62694%		96,883.41T 3,631.85	
		Subtotal		\$100,135.41	
		Total		\$103,767.26	

Good Hope Construction, LLC

P.O. Box 514  
Natchez, MS 39121

# Invoice

Date	Invoice #
11/10/2008	195

Bill To
Big River Enterprises, LLC 320 Main Street Natchez, MS 39120

Terms	Project
Net 10	

Item	Description	Rate	Serviced	Amount
Hours-Butch	Butch Johnson 56 hours @ \$25 10/01-10/31/08	25.00	11/3/2008	1,400.00T
Forklift rent	October '08 rent	2,000.00	11/3/2008	2,000.00T
Mileage-Butch	Mileage by Butch Johnson	0.505	11/3/2008	404.00T
Project Management	800 miles @ .505 per mile 10/01-10/31/08 Project Management Payment 3 of 3 - Lump sum price of \$789,000.00 Concrete Work & Drainage	263,000.00	11/3/2008	263,000.00T
Project Management	Project Management Additional Storm Drainage - Change Order 09/23/08	16,378.00	11/3/2008	16,378.00T
Misc Item	Diesel pumped from Good Hope Construction fuel tank - 45 gal @ \$3.55 per gallon	159.75	11/3/2008	159.75T
	Concordia Lumber: 2 x 6, 2 x 4	29.55	9/11/2008	29.55T
	Direct Scaffold Services: credit - overcharge on dismantle	-8,089.20	9/26/2008	-8,089.20T
	Westaff: contract labor w/e 09/27/08	181.54	10/1/2008	181.54T
	Kaiser Petroleum: fuel for equipment	83.43	10/3/2008	83.43T
	Westaff: contract labor w/e 10/04/08	200.32	10/7/2008	200.32T
	A-1 Port-A-Can:4 units, rental 09/04-10/04/08	406.60	10/7/2008	406.60T
	Chet's Plumbing & Heating: Partial billing #10 - Hotel plumbing	59,000.00	10/7/2008	59,000.00T
	Direct Scaffold Services:Rental 10/08-11/14/08	55.64	10/8/2008	55.64T
	Jordan, Kaiser & Sessions: Laboratory services, field services 09/01-09/30	140.00	10/8/2008	140.00T
	Jordan, Kaiser & Sessions: Hotel staking 08/01-09/30/08	4,525.00	10/9/2008	4,525.00T
	James Williams: Sixth draw on stucco labor & materials	59,200.00	10/10/2008	59,200.00T
	Direct Scaffold Services:Rental 10/08-11/09/08	1,193.24	10/13/2008	1,193.24T
	Two J Ranch: rock for driveway to Briars	859.28	10/13/2008	859.28T
	Quality Glass: labor & materials for plate mirrors	3,500.00	10/14/2008	3,500.00T
	Quality Glass: labor & materials to install pivots to doors	295.00	10/14/2008	295.00T
	Overhead Door Co: rolling fire door	870.00	10/14/2008	870.00T
		<b>Subtotal</b>		
		<b>Total</b>		

Good Hope Construction, LLC

P.O. Box 514  
Natchez, MS 39121

# Invoice

Date	Invoice #
11/10/2008	195

Bill To
Big River Enterprises, LLC 320 Main Street Natchez, MS 39120

Terms	Project
Net 10	

Item	Description	Rate	Serviced	Amount
Build out	Stine: t post, barricade tape	68.89	10/15/2008	68.89T
	Direct Scaffold Services: Prorated equip on invoice 0015077	-894.93	10/16/2008	-894.93T
	Guaranteed Roofing: Patch 6 holes	780.00	10/16/2008	780.00T
	Two J Ranch: rock for driveway to Briars	434.64	10/22/2008	434.64T
	Cliburn Acoustics: Install acoustical ceilings	5,475.50	10/23/2008	5,475.50T
	Two J Ranch: rock for driveway to Briars	599.34	10/27/2008	599.34T
	Westaff: contract labor w/c 1025/08	200.32	10/28/2008	200.32T
	Two J Ranch : 610 rock	1,589.09	10/31/2008	1,589.09T
	Quality Glass: labor & materials to install mirrors in restrooms	975.00	11/5/2008	975.00T
	Jordan, Kaiser & Sessions: Testing 10/01-10/30/08	1,127.50	11/5/2008	1,127.50T
	AmFed audit of 10/7/07-10/7/08	381.47	11/6/2008	381.47T
	Miss-Lou Steel: weld flat bar on door frame	160.00	11/6/2008	160.00T
	Logan Construction: Dig out washer drain, pour washer box foundation, forming foundation for concrete sample	1,580.00	11/7/2008	1,580.00T
				134,927.22T
	Contractor's sales tax	3.62694%		15,170.36
Subtotal				\$418,268.97
Total				\$433,439.33

Good Hope Construction, LLC

P.O. Box 514  
Natchez, MS 39121

# Invoice

Date	Invoice #
11/10/2008	194

Bill To
Big River Enterprises, LLC 320 Main Street Natchez, MS 39120

Terms	Project
Net 10	

Item	Description	Rate	Serviced	Amount
Project Management	Project Management	60,000.00		60,000.00T
	33.4 % of Contractor's Fee (3 of 3 periodic payments) Contractor's sales tax	3.62694%		2,176.16
			<b>Subtotal</b>	\$60,000.00
			<b>Total</b>	\$62,176.16

Good Hope Construction, LLC

P.O. Box 514  
Natchez, MS 39121

# Invoice

Date	Invoice #
10/1/2008	190

Bill To
Big River Enterprises, LLC 320 Main Street Natchez, MS 39120

Terms	Project
Net 10	

Item	Description	Rate	Serviced	Amount
Hours-Butch	Butch Johnson	25.00	10/1/2008	1,675.00T
Mileage-Butch	67 hours @ \$25 09/01-09/30/08 Mileage by Butch Johnson	0.505	10/1/2008	404.00T
Forklift rent	800 miles @ .505 per mile 09/01-09/30/08 September rent	2,000.00	10/1/2008	2,000.00T
Project Management	Project Management	263,000.00	10/1/2008	263,000.00T
	Good Hope Construction: Payment 2 of 3 - Lump sum price of \$789,000.00			
	Concrete Work & Drainage			
	Home Hardware: 2 x 4 x 16 treated pine #2	124.45	8/4/2008	124.45T
	Kaiser Petroleum: fuel for equipment	186.59	8/8/2008	186.59T
	Kaiser Petroleum: fuel for equipment	180.64	9/5/2008	180.64T
	Quality Glass: 11 pieces of wireglass for metal frames	125.00	9/5/2008	125.00T
	A-1 Port-A-Can: 4 units, rental 08/04-09/04/08	406.60	9/6/2008	406.60T
	Direct Scaffold Services: Rental 09/10-10/07/08	135.64	9/11/2008	135.64T
	Kaiser Petroleum: fuel for equipment	188.58	9/12/2008	188.58T
	Kaiser Petroleum: fuel for equipment	138.95	9/12/2008	138.95T
	Direct Scaffold Services: Rental 09/15-10/12/08	1,150.73	9/16/2008	1,150.73T
	Direct Scaffold Services: Labor - Dismantle only	8,089.20	9/17/2008	8,089.20T
	Direct Scaffold Services: Credit on freight	-80.00	9/18/2008	-80.00T
	Gamberi Feed & Supply: hay - 20 @ \$5.50	110.00	9/18/2008	110.00T
	Home Hardware: pushbrooms	69.98	9/19/2008	69.98T
	Direct Scaffold Services: Rental 09/10-10/12/08	122.52	9/19/2008	122.52T
	W & W Plumbing: labor - kitchen area, sewer from penthouse, water lines,	9,900.00	9/19/2008	9,900.00T
	W & W Plumbing: materials	23,718.23	9/19/2008	23,718.23T
	Kaiser Petroleum: fuel for equipment	178.65	9/23/2008	178.65T
	Westaff: contract labor w/e 09/20/08	400.64	9/23/2008	400.64T
	Guaranteed Roofing: Roofing - Repairs after storm	4,500.00	9/23/2008	4,500.00T
		Subtotal		
		Total		



Good Hope Construction, LLC

P.O. Box 514  
Natchez, MS 39121

# Invoice

Date	Invoice #
10/1/2008	190

Bill To
Big River Enterprises, LLC 320 Main Street Natchez, MS 39120

Terms	Project
Net 10	

Item	Description	Rate	Serviced	Amount
Build out	Cliburn Acoustics: Install acoustical ceilings	26,525.00	9/24/2008	26,525.00T
	Waycaster & Associates: 16 set bluelines	47.00	9/25/2008	47.00T
	James Williams: Fifth draw on stucco labor & materials	40,000.00	9/25/2008	40,000.00T
	Contractor's sales tax	3.62694%		116,218.40T 13,901.97
			<b>Subtotal</b>	\$383,297.40
			<b>Total</b>	\$397,199.37

Good Hope Construction, LLC

P.O. Box 514  
Natchez, MS 39121

# Invoice

Date	Invoice #
5/7/2008	175

Bill To
Big River Enterprises, LLC 320 Main Street Natchez, MS 39120

		Terms	Project
		Net 10	
Item	Description	Rate	Amount
Hours-Butch	Butch Johnson 14 hours overtime @ \$37.50	37.50	525.00T
Hours-Butch	Butch Johnson 22 hours @ \$25.00	25.00	550.00T
Skid steer rent	Skid steer rent Skid steer rental - 2 ea. @ \$50.00 per hour	50.00	800.00T
Tool rental	Tool rental Good Hope Construction: tool/equipment rental @ \$1000.00 week	1,000.00	1,000.00T
Forklift rent	Forklift rent: 1 week @ \$500.00 week	500.00	500.00T
Mileage-Butch	Mileage by Butch Johnson	101.00	101.00T
	Good Hope Construction Truck Expense: 200 miles @ .505		
Worker's Comp Ins	Worker's Compensation Insurance	1.00	189.17T
Skid steer rent	Skid steer rent Mobilization - Skid steer	500.00	500.00T
Supervisory fees	Supervisory fees Tommy Bee: 1 week @ \$1000.00	1,000.00	1,000.00T
	Stine: 2 x 10's 2 x 4's, plywood, nails, roll roof, screws	300.17	300.17T
	Stine: screws	11.26	11.26T
	Stine: 2 x 4's	126.96	126.96T
	Stine: 2 x 4's	-91.44	-91.44T
	Home Hardware: nuts, bolts, washers, couplers, plugs	77.65	77.65T
	Miss-Lou Steel: 1/8 plate	92.00	92.00T
	Donald McNeely: labor - barge repairs	200.00	200.00T
	Riverside Timber: loader rental	4,427.34	4,427.34T
	Landscape Resources: Crane truck for ramp repairs after barge damage	1,430.00	1,430.00T
	Westaff: contract labor w/e 05/03/08	3,155.04	3,155.04T
		<b>Subtotal</b>	
		<b>Total</b>	

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5/7/2008	175

Bill To
Big River Enterprises, LLC 320 Main Street Natchez, MS 39120

Terms	Project
Net 10	

Item	Description	Rate	Serviced	Amount
Build out 10% Markup	10% Markup Casino Boat repairs and cost incurred due to damage done by barge collision: Includes ramp reconstruction, loss time, drift removal, moving of casino boat until boat was back to original position with access ramp installed. Contractor's sales tax	972.90  3.62694%		9,728.98 972.90  540.20
Subtotal				\$15,867.05
Total				\$16,407.25